

65-41-442-W
112-47-491

DEED IN TRUST

23 971 698

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, STEVEN PETERS AND KATHRYN PETERS, His wife, of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

and quit claim unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160 a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of May 19 77, and known as Trust Number 2107, the following described real estate in the County of Cook and State of Illinois, to-wit:

The West 123.28 feet of the North 30 feet of the South 1/2 of Lot 8 in Block 62 in Oliver L. Watson, Ogden Avenue addition to Berwyn, in Section 31, Township 39 North, Range 13 East of the Third Principal Meridian, According to the Plat thereof recorded March 16 1909 as Document Number 4343178 in Cook County, Illinois

SUBJECT TO: (a) covenants, conditions, and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (3) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) mortgage or trust deed specified below, if any; (i) general taxes for the year 1977 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year (s) pro rata.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, amend, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant, amend, modify, extend, or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in person or by reservation, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of doing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant annuities or charges of any kind, to release, convey or assign any right, title or interest in or about or emanating from said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument; (b) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect; (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Melrose Park National Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement, or any instrument thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except only so far as the trust property and funds in the actual possession of the Trustee, shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whomever shall be charged with notice of the condition from the date of the filing of record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them, any of them shall be only in the earnings, profits and proceeds accruing from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate so long as it is so held, but only on the earnings, profits and proceeds therefrom as aforesaid, the intention being to vest in said Melrose Park National Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or make in the public office of title or duplicate thereof, or memorialize the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor, hereby expressly waived, released, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 10th day of May 19 77

X Steven Peters [SEAL] X Kathryn Peters [SEAL]
(Steven Peters) (Kathryn Peters)

State of Illinois } I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby
County of Cook } SS. certify that STEVEN PETERS AND KATHRYN PETERS, His wife

This document was prepared by Ronald T. Smokey, 2054 W. Chicago Ave, Chicago, IL. They signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this 31st day of May 19 77. Juan M. Smokey, Notary Public

RETURN TO: MELROSE PARK NATIONAL BANK 17th Avenue & Lake Street Melrose Park, Illinois, 60160 Box 669 - Cook County Recorder 3723 South East Ave., Berwyn, Illinois For information only insert street address of above described property.

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Richard A. Z...
Seller or Representative

empt under provisions of...
Section 1, Real Property Act
MAY 31 1977

Date 23 971 698
Document Number 669 116 83